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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SACRAMENTO**

13 TINA MCKINNOR, an individual; JOHN
14 VIGNA, an individual; and SPENCER
15 DAYTON, an individual,

16 Plaintiffs,

17 v.

18 CALIFORNIA DEMOCRATIC PARTY, a
19 political party, form unknown; THE
20 DEMOCRATIC STATE CENTRAL
21 COMMITTEE, a political party, form
22 unknown; ERIC BAUMAN, an individual; and
23 DOES 1-50,

24 Defendants.

FILED/ENDORSED

APR 29 2019

By: K. Spichka
Deputy Clerk

Case No.: **34-2019-00255352**

COMPLAINT FOR DAMAGES

1. Hostile Work Environment Harassment in Violation of Gov. Code § 12940(j);
2. Discrimination Based on Race and Sex in Violation of Gov. Code § 12940(a);
3. Failure to Prevent Discrimination and Harassment in Violation of Gov. Code § 12940(k);
4. Retaliation for Engaging in a Protected Activity in Violation of Gov. Code § 12940(h);
5. Retaliation for Engaging in a Protected Activity in Violation of Lab. Code § 1102.5;
6. Negligent Hiring, Supervision and/or Retention;
7. Sexual Battery in Violation of Civ. Code § 1708.5;
8. Gender Violence in Violation of Civ. Code § 52-4.
9. Intentional Infliction of Emotional Distress

DEMAND FOR JURY TRIAL
[UNLIMITED JURISDICTION]



1 COME NOW Plaintiffs TINA MCKINNOR ("MCKINNOR"), an individual, JOHN
2 VIGNA ("VIGNA"), an individual, and SPENCER DAYTON ("DAYTON"), an individual, who
3 collectively file this complaint are informed and believe and thereon allege as follows:
4

5 **PARTIES**

6 1. At all times mentioned herein, Plaintiff MCKINNOR was an adult woman
7 residing in the State of California. At all material times, MCKINNOR was employed as the
8 Operations Director for Defendant CALIFORNIA DEMOCRATIC PARTY ("CDP"),
9 Defendant DEMOCRATIC STATE CENTRAL COMMITTEE ("DSCC"), and/or DOES 1
10 through 25, inclusive. During her employment, MCKINNOR resided in the County of
11 Sacramento, in the State of California.

12 2. At all times mentioned herein, Plaintiff VIGNA was an adult man residing in
13 the State of California. At all material times, VIGNA was employed as the Communications
14 Director for Defendant CALIFORNIA DEMOCRATIC PARTY ("CDP"), Defendant THE
15 DEMOCRATIC STATE CENTRAL COMMITTEE ("DSCC"), and/or DOES 1 through 25,
16 inclusive. During his employment, VIGNA resided in the County of Sacramento, in the State of
17 California.

18 3. At all times mentioned herein, Plaintiff DAYTON was an adult man residing in the
19 State of California. At all material times, DAYTON was a member of the Democratic Party and
20 served in leadership roles for the Young Democrats of America Rural Caucus based in the County
21 of San Joaquin, in the State of California.

22 4. Defendant CDP is a political party whose governing body is the Defendant
23 DSCC (hereinafter collectively referred to as "CALDEMS"). At all material times, the
24 CALDEMS party headquarters was located in the County of Sacramento, State of California.
25 At all relevant times, CALDEMS was authorized to operate its political party in the State of
26 California.

27 5. At the time of the events giving rise to this lawsuit, Defendant ERIC BAUMAN
28 ("BAUMAN") was employed by CALDEMS as Chair of the CDP. Accordingly, CALDEMS

1 and/or DOES 1 through 25 had authority and/or control over Defendant BAUMAN.

2 6. Plaintiff alleges that Defendant CALDEMS and/or DOES 1 through 25 at all
3 relevant times herein mentioned controlled, directed, managed, operated and/or owned
4 Plaintiff MCKINNOR and Plaintiff VIGNA's employing entity. At all relevant times,
5 Defendant CALDEMS and/or DOES 1 through 25 had authority and/or control over
6 MCKINNOR and VIGNA as well as the ability to engage in tangible employment actions
7 impacting their work environment including but not limited to the hiring, firing, supervision,
8 training, reassignment, flexibility with leave, and the independent investigation of complaints.

9 7. Plaintiffs allege that DOES 26 through 50 were the employees, agents, officers,
10 and/or directors of Defendant CALDEMS and/or DOES 1 through 25 and were acting within
11 the scope of their employment or in an official capacity.

12 8. Plaintiff alleges that Defendant CALDEMS and/or DOES 1 through 25 is
13 vicariously liable for the actions of its agents, employees, partners, joint ventures, and/or
14 independent contractors.

15 9. Plaintiff alleges that during the relevant times referenced herein, each named
16 Defendant and/or Defendant DOES 1 through 50, inclusive, was legally responsible in some
17 manner for the occurrences alleged, and that the injuries as alleged herein were proximately
18 and legally caused by the acts and/or omissions of such Defendants.

19 10. Plaintiffs further allege that during the relevant times referenced herein, that
20 each of the Defendants sued herein was the agent, servant, employee, joint venture, partner,
21 division, owner, subsidiary, alias, assignee and/or alter-ego of each of the remaining
22 Defendants, and was acting within the purpose, scope, course, and authority of such agency,
23 servitude, employment, joint venture, partnership, division, ownership, subsidiary, alias,
24 assignment, alter-ego, and with the authority, consent, approval and ratification of each
25 remaining Defendant.

26 11. Plaintiffs are ignorant of the true names or capacities, whether individual,
27 corporate, partnership, joint venture, or otherwise of the Defendants sued herein under the
28 fictitious names DOES 1 through 50, inclusive. When the true names and capacities of

1 Defendant DOES 1 through 50 are ascertained, Plaintiff will seek leave to amend this
2 complaint accordingly.

3 **JURISDICTION AND VENUE**

4
5 12. This Court is the proper court and this action is properly filed in the County of
6 Sacramento and this judicial district because (a) Defendant CALDEMS and/or DOES 1
7 through 25, inclusive, base their operations in the County of Sacramento, State of California,
8 and (b) because the obligations and liabilities of all Defendants and/or DOES 1 through 50,
9 inclusive, arise therein.

10 13. Each of the wrongful acts and omissions alleged herein was performed by
11 Defendants, and each of them, in the State of California.

12 14. The amount in controversy exceeds the jurisdictional minimum of this Court.

13 **PLAINTIFFS MCKINNOR AND VIGNA HAVE COMPLIED**
14 **WITH ALL ADMINISTRATIVE FILING PREREQUISITES**

15 15. On or about February 21, 2019, Plaintiffs MCKINNOR and VIGNA filed their
16 individual Complaints against Defendant CDP and Defendant BAUMAN with the California
17 Department of Fair Employment and Housing ("DFEH") and received an immediate Notice of
18 Right-to-Sue from the DFEH, which was served on Defendants CDP and BAUMAN on the
19 same date. Plaintiffs MCKINNOR and VIGNA filed individual Complaints against the DSCC
20 with the DFEH and received an immediate Notice of Right-to-Sue on April 23, 2019, which
21 was served on Defendant DSCC that same day. Plaintiffs MCKINNOR and VIGNA have thus
22 exhausted their filing prerequisites and administrative remedies under the Fair Employment and
23 Housing Act ("FEHA"), California Government Code sections 12900, *et seq.*

24 **STATEMENT OF FACTS**

25 16. After a tumultuous and controversial tenure, left with no other option, Defendant
26 BAUMAN resigned in disgrace as CDP Chair on November 25, 2018. The final blow to his
27 political career was a self-inflicted wound. His record of openly, and without repercussions,
28 sexually harassing and assaulting both staff and CALDEMS volunteers, as well as

1 discriminating against employees, was revealed publicly by whistleblowers. No longer could
2 Defendants look the other way, refuse to investigate, or attempt to sweep under the rug the
3 months-long ordeal. The systemic failures of the CALDEMS and daily ratification of
4 BAUMAN's unlawful conduct finally came home to roost.

5 **A. CALDEMS CREATED A TOXIC WORK ENVIRONMENT BY**
6 **ALLOWING PLAINTIFF MCKINNOR TO BE REGULARLY**
7 **DISCRIMINATED AGAINST AND HARASSED BECAUSE SHE IS A**
8 **BLACK WOMAN**

9 17. On May 20, 2017, Defendant BAUMAN was elected as chair of the California
10 Democratic Party at the annual state party convention. MCKINNOR was hired in or around
11 June of 2017 as the Operations Director for the CDP following BAUMAN's transition to
12 leadership. In this role, MCKINNOR was to be responsible for the day-to-day activities at the
13 CDP Sacramento headquarters in addition to substantial fundraising activities on behalf of
14 BAUMAN and Statewide CDP Officers.

15 18. Between the time of her hire and her retaliatory termination, MCKINNOR
16 personally endured numerous instances of discrimination and harassment because she was a
17 black woman. Her boss, the leader of the Democratic Party in the State of California and was
18 the highest-ranking CDP official, was the primary offender.

19 **i. Defendants Immediately Demoted MCKINNOR For Being Too "Urban"**

20 19. On or about July 1, 2017, MCKINNOR was asked to meet with BAUMAN and
21 one of his Senior Advisors in order to discuss her recent fundraising activities. MCKINNOR
22 welcomed the opportunity to meet one-on-one with the new Chair as she had already managed
23 to schedule several strategic meetings with influential lobbyists and union leaders and wanted
24 to go over messaging with him before the meetings. MCKINNOR was shocked when she
25 learned that the purpose of the meeting was not to discuss fundraising strategy. Instead,
26 BAUMAN ordered her to discontinue her fundraising efforts. When MCKINNOR asked why
27 she was being asked to stop the very fundraising activities that she had expressly been hired to
28 do less than a month before, BAUMAN replied, "[w]e just don't know if we want you talking
to the major donors." Given that MCKINNOR had been working with these same major donors

1 and was hired in part because of those long-standing relationships, she was left with the
2 impression that BAUMAN's comment was based upon some immutable characteristic.

3 20. On or about July 18, 2017, BAUMAN hired a white woman to manage the
4 fundraising activities that he had just ordered MCKINNOR to stop pursuing. When approving
5 the new hire, no justification was offered by CALDEMS for why this woman was a "better fit"
6 work with the major donors. Further, once in the role, the woman displayed no apparent
7 qualifications that were distinguishable from or more advanced than what MCKINNOR had at
8 the time. The only difference between them was the color of MCKINNOR's skin.

9 21. From June of 2017 through August of 2017, MCKINNOR regularly ran staff
10 meetings in her role as CDP Operations Director. Shortly after the September 2017 Executive
11 Board meeting that BAUMAN orchestrated to look like MCKINNOR was running the show,
12 BAUMAN informed MCKINNOR that he no longer wanted her to run the regular staff
13 meetings, which she had successfully done since beginning her role as the CDP Operations
14 Director. To take MCKINNOR's place, BAUMAN assigned a white male colleague to run the
15 meetings. Not seeing any reason for the sudden change, MCKINNOR asked BAUMAN why
16 she was being replaced. To this question BAUMAN responded that MCKINNOR's style was
17 "too urban" and that the staff would better receive information coming from her white male
18 colleague. MCKINNOR understood this decision was entirely based on her status as an African
19 American.

20 22. In December of 2017, after MCKINNOR's first replacement was terminated, a
21 second white woman was hired to manage the fundraising activities that she had been hired to
22 do. When MCKINNOR questioned BAUMAN why yet another woman had been hired to do
23 her job, BAUMAN responded that the CDP was "not ready" to have an African American
24 responsible for major giving, insinuating that wealthy, and therefore important, supporters of
25 the party were not comfortable with a black woman. BAUMAN then relegated MCKINNOR to
26 fundraising activities limited to a much smaller pool of donors. Each of these employment
27 related decisions were known by the CDP Human Resources Manager ("HR Manager").
28

1 23. Later, during the 2018 gubernatorial election, BAUMAN and a Senior Advisor
2 met with MCKINNOR to discuss CDP involvement with the Gavin Newsom campaign. During
3 the meeting, BAUMAN gave MCKINNOR strict instructions not to communicate with the
4 campaign. In giving this instruction, BAUMAN reasoned that he wanted to “build a
5 relationship with Gavin” and that MCKINNOR’s style was “too aggressive.” When
6 MCKINNOR pointed out that Gavin Newsom’s campaign manager was a black man, the
7 Senior Advisor to BAUMAN responded, “we can’t take any chances,” implying yet again that
8 the Defendant CALDEMS believed that party communications would not be well received
9 unless they came from white men.

10 **ii. BAUMAN Admitted That MCKINNOR Was Hired As A “Token” And**
11 **Merely For The Optics Of Having A Black Woman In A Leadership**
12 **Role**

13 24. Although BAUMAN made it publicly known that he did not want MCKINNOR
14 to be in a position of authority, there were a handful of occasions when he delighted in parading
15 her around like a show pony. One such occasion was the first Executive Board meeting held
16 after his transition to CDP Chair in September of 2017.

17 25. Just before the September 2017 Executive Board meeting, BAUMAN pulled
18 MCKINNOR aside to discuss her role in “running” the meeting. As the Operations Director it
19 was natural that she would be involved. Accordingly, BAUMAN made a point of instructing
20 MCKINNOR to sit in front for the benefit of “the black folks,” apparently to give the illusion
21 that MCKINNOR was an integral part of the team, even though none of BAUMAN’s actions
22 behind the scene supported that conclusion.

23 26. Later, in December of 2017, BAUMAN confirmed that MCKINNOR was hired
24 merely for the optics of having a black woman in a leadership role. This confirmation was
25 made during the conversation in which BAUMAN told MCKINNOR that he had hired a
26 second woman to take over her fundraising responsibilities. Frustrated by being again stripped
27 of her fundraising responsibilities without any justification, MCKINNOR specifically asked
28 BAUMAN why she had been hired if she was not going to be permitted to do her job. To this
question BAUMAN plainly stated that he had needed to hire a “strong black woman” in order

1 to keep Kimberly Ellis, the African American woman who nearly beat him in the election race
2 for CDP Chair, quiet. MCKINNOR felt denigrated understanding this to mean that she was
3 hired so that BAUMAN could check the box of having a black person on his team.

4 **iii. BAUMAN Stereotyped African Americans As Poor Drug Dealers While**
5 **Attending A Dinner Event With MCKINNOR**

6 27. In the fall of 2017, MCKINNOR attended a dinner event together with
7 BAUMAN and several colleagues. During the event, BAUMAN publicly told a story about
8 how his mother, a teacher, did not like "poor black kids" because they were "poor" and "always
9 misbehaving." When telling the story, BAUMAN opined that the parents of his mother's
10 students were probably "drug dealers." BAUMAN continued that most black kids from his
11 community ended up going to jail. Disturbed by the comments, one colleague pointed out that
12 she and MCKINNOR had not grown up poor in an effort to point out the obvious stereotype.
13 BAUMAN did not appear phased by this comment and went on to justify his opinion with yet
14 another derogatory stereotype stating, "well most black people are poor."

15 **iv. BAUMAN Criticized MCKINNOR For Being "Too Emotional" When**
16 **She Reported The Bullying Of Her Direct Report Employee By Other**
17 **CALDEMS Staff**

18 28. In or around October of 2018, MCKINNOR became concerned about a junior
19 staffer that was being bullied at work. However, when MCKINNOR attempted to report her
20 concerns during an October 2018 Senior Staff meeting, BAUMAN repeatedly interrupted her,
21 criticizing her for being "too emotional," and telling her that she needed to "calm down." While
22 BAUMAN constantly interrupted women, this is something he very rarely did to the men at the
23 CDP. The HR Manager was made aware of the comments.

24 **v. MCKINNOR Is Called A Disloyal "Schwartz" For Blowing The**
25 **Whistle On BAUMAN's Unlawful Conduct**

26 29. In November of 2018, shortly after reporting BAUMAN for the sexual
27 harassment, MCKINNOR learned from colleagues within the CDP that BAUMAN was ranting
28 about her disloyalty and calling her the "schwartz," a derogatory Yiddish term for black
person. Knowing that this was a term that BAUMAN commonly used to disparage Kimberly
Ellis, an African American woman that nearly beat him in his campaign for CDP Chair,

1 MCKINNOR felt demoralized learning that BAUMAN was publicly using racial slurs when
2 referring to her. On information and belief, the HR Manager was aware of BAUMAN's racist
3 comments.

4 **B. VIGNA WAS SUBJECTED TO A HOSTILE WORK ENVIRONMENT**
5 **ENDURING MYRIAD UNWANTED SEXUALLY HARASSING**
6 **COMMENTS AND TOUCHING BEFORE HIS RETALIATORY**
7 **TERMINATION FOR BLOWING THE WHISTLE ON BAUMAN'S**
8 **SEXUAL HARASSMENT**

9 30. VIGNA was hired as the Communications Director for the CDP in June of 2017,
10 shortly after BAUMAN was elected as CDP Chair. In this role, VIGNA was responsible for
11 communication services including press relations, digital communications, and online strategy.

12 31. A toxic work environment developed under BAUMAN's leadership fraught
13 with discrimination and harassment. This noxious environment was largely a product of the
14 CDP's leadership. As the head of the CDP, BAUMAN was one of the worst offenders, setting a
15 poor example for the kind of hostility and illegal behavior that would be tolerated at the CDP.

16 32. Knowing that they were both openly gay men, BAUMAN used their shared
17 sexual orientation as both a shield and dagger. On some occasions BAUMAN would attempt to
18 garner sympathy relying on their shared "connection." On other occasions, BAUMAN
19 leveraged his role as VIGNA's boss to silence VIGNA regarding his harassing conduct.

20 **i. BAUMAN Used His Power As CDP Chair To Unlawfully Sexually**
21 **Touch VIGNA**

22 33. Throughout his employment with the CDP, VIGNA personally experienced
23 interactions with BAUMAN that were unwanted and inappropriate on nearly a daily basis. In
24 almost every conversation, BAUMAN found ways to come into physical contact even though
25 there was absolutely no reason for it. From placing a hand on VIGNA's shoulder to rubbing his
26 neck or back, BAUMAN repeatedly touched VIGNA in ways that made him deeply
27 uncomfortable and were inappropriate in the workplace. Although VIGNA regularly told
28 BAUMAN that his behavior was inappropriate, BAUMAN brushed VIGNA's concerns off by
insisting that the behavior was "normal," or acceptable for two gay men. When VIGNA
attempted to stand firm regarding the inappropriate nature of BAUMAN's behavior, especially

1 in the work environment, BAUMAN would manipulate the situation by turning the
2 conversation into how much VIGNA was a valued employee.

3 34. On several occasions, the unwanted sexual touching was less subtle. In addition
4 to lingering pats on the back and shoulder rubs that were too intimate, BAUMAN groped
5 VIGNA by grabbing and fondling his genitals and buttocks. The first of many groping
6 incidents occurred on the night that BAUMAN was elected as CDP Chair, yet they continued
7 throughout BAUMAN's reign. A further example of the kind of unwanted sexual touching that
8 BAUMAN regularly perpetrated against VIGNA occurred when BAUMAN groped VIGNA's
9 buttocks at the 2018 CDP Convention and leaned into his ear stating, "your pants are showing
10 this off nicely."

11 **ii. In Addition To Unwanted Sexual Touching VIGNA Was Routinely**
12 **Subjected To Verbal Harassment Of A Sexual Nature**

13 35. BAUMAN routinely engaged in conduct aimed at asserting a sense of power his
14 subordinates. Over the course of VIGNA's employment with the CDP, this included
15 BAUMAN requiring that VIGNA call him "Daddy." VIGNA refused, but BAUMAN would
16 attempt to correct VIGNA every time he failed to refer to him in that manner. BAUMAN
17 additionally referred to VIGNA as "Baby," even though he was repeatedly asked not to.
18 BAUMAN regularly employed this belittling tactic when trying to quell VIGNA's complaints
19 regarding BAUMAN's inappropriate behavior.

20 36. BAUMAN additionally made numerous lewd jokes or remarks about VIGNA's
21 sexual behavior or relationship status. Starting in December 2017 and continuing throughout
22 his employment, BAUMAN made a habit of making the meritless accusation that VIGNA was
23 in a sexual relationship with BAUMAN's assistant. On some occasions, BAUMAN treated the
24 fictitious relationship as a joke, despite knowing that VIGNA found it distasteful and
25 inappropriate. On other occasions, BAUMAN treated the fictitious relationship as if it were a
26 threat to his authority, and even a sign of disloyalty. One of the first instances of this occurred
27 on or about December 12, 2017, after BAUMAN found out that VIGNA had organized job
28 training for the assistant. Although BAUMAN had been complaining about the assistant's job

1 performance for weeks, BAUMAN called VIGNA and angrily stated, "I sure as fuck hope you
2 didn't make up this bullshit training so you can fuck my assistant on my dime."

3
4 37. On another occasion in late October of 2018, BAUMAN told VIGNA and the
5 assistant to "you two play safe," as they were leaving a staff dinner together, insinuating that
6 they were about to go have unprotected sex. This comment was particularly hurtful to VIGNA
7 because BAUMAN knew that VIGNA had recently been diagnosed with HIV and had reported
8 his status to BAUMAN in case he needed to be accommodated in the future.

9 **iii. The CALDEMS Ratified The Toxic And Hostile Work Environment**
10 **Created By BAUMAN And Failed To Protect Against Or Prevent**
11 **Known Abusive Conduct**

12 38. As the CDP Chair, BAUMAN engaged in a course of conduct that was
13 discriminatory and harassing and widely-known within the CDP. Yet, at no point have any
14 actions been taken to protect against or prevent the known abusive conduct of BAUMAN and
15 others. On information and belief, no corrective action was taken by any human resources
16 professional regarding any of the employment law violations occurring throughout
17 BAUMAN's reign.

18 39. In or around May of 2018, BAUMAN cornered VIGNA in a drunken state after
19 attending a fundraising event and insisted that they go out for drinks, even though VIGNA has
20 previously sought treatment for substance abuse issues, including alcohol. VIGNA declined but
21 BAUMAN did not take no for an answer and demanded that VIGNA accompany him to
22 "discuss work." VIGNA decided to use this as an opportunity to report his growing concerns
23 about the rampant discriminatory and harassing conduct engaged in by BAUMAN and several
24 members of the senior staff, BAUMAN angrily shut him down and accused VIGNA of
25 disloyalty making threats like, "let's be clear, you work for me" and "this is my Party." The
26 evening left VIGNA feeling intense anxiety because he felt trapped by BAUMAN and
27 disheartened that BAUMAN consistently refused to acknowledge the concerns VIGNA raised
28 about his behavior, drunk or not.

1 40. The hostile environment that BAUMAN fostered seemed to embolden others to
2 harass. On multiple occasions between September of 2017 and November of 2018, VIGNA
3 was also personally propositioned for sex and groped by a CDP Delegate that had been
4 appointed by the First Vice Chair.

5 41. On or about November 18, 2018, while in Burlingame for a CDP Executive
6 Board meeting, the CDP Delegate who was visibly intoxicated, propositioned VIGNA for sex.
7 When VIGNA declined, the CDP Delegate leaned in and grabbed VIGNA's genitals as he
8 squeezed and said, "boy, bye."

9 42. The next day, the CDP Delegate's unlawful and harassing conduct was raised at
10 a Senior Staff meeting in which BAUMAN and the First Vice CDP Chair, were in attendance.
11 Numerous staff members, including VIGNA, were concerned with the CDP Delegate's
12 inappropriate behavior and believed action should be taken. Not only had The CDP Delegate
13 propositioned VIGNA for sex, but he was also known to use cocaine at the CDP headquarters,
14 carry on in a drunken manner, and act in a physically threatening manner towards others.
15 During the meeting, VIGNA agreed that something needed to be done about the CDP Delegate
16 and specifically reported his own encounters with him, which included being propositioned for
17 sex, groped, and having the CDP Delegate press his penis against him. VIGNA also offered to
18 work with the First Vice Chair on strategies for getting the Delegate help; however, as with the
19 myriad situations involving BAUMAN, the CDP took no action. Knowing the full gravity of
20 the Delegate's conduct, the First Vice Chair refused to even consider addressing the issue and
21 instead turned the discussion into a political ultimatum, stating that if her Delegate were to be
22 removed, that she would require the removal of another delegate. In proposing the ultimatum,
23 the First Vice Chair made it clear that the safety and well-being of CDP employees was
24 subservient to her own political agenda and that, as with BAUMAN's harassing conduct, no
25 action would willingly be taken by the CDP to address the issue.

26 43. Another example of reported sexual assault or harassment being reported and
27 ignored by CALDEMS came the night of November 1, 2018 following the report of sexual
28

1 harassment that occurred that day at lunch. Feeling traumatized by the harassment that he too
2 was enduring, BAUMAN's assistant confided in VIGNA that night that he had been sexually
3 assaulted by BAUMAN on multiple occasions. In response to learning of the unlawful sexual
4 assault, VIGNA reported the misconduct directly to the CDP HR Manager as soon as they both
5 were in the office the next morning. On information and belief, nothing was done by the HR
6 Manager: No investigation was conducted, no further reporting was done, no discipline was
7 imposed, no action was taken whatsoever.

8
9 44. Until the day he resigned, CALDEMS ratified and tolerated BAUMAN's
10 unlawful behavior.

11 **C. BAUMAN WAS A SEXUAL PREDATOR WHO USED HIS**
12 **POLITICAL CLOUT TO TARGET PLAINTIFF DAYTON**

13 45. DAYTON is and was a volunteer and dedicated member of DSCC and Young
14 Democrats of America ("YDA"), a youth-led organization working to mobilize young
15 Americans to participate in the electoral process. Since 2017, DAYTON has held several
16 leadership positions within the YDA Rural Caucus. From the time that BAUMAN was elected
17 as CDP Chair, BAUMAN targeted DAYTON with unwanted sexual touching and harassment.

18 46. In or around May of 2017, DAYTON attended the California Democratic Party
19 Convention in his role as a delegate and Secretary for the CDP Rural Caucus. At the time of the
20 convention, BAUMAN was in the final stages of his campaign for CDP Chair. Although
21 DAYTON had never met BAUMAN before the Convention, DAYTON looked forward to the
22 opportunity to engage with both of the candidates at the Convention.

23 47. It was during the May 2017 Convention that DAYTON was first subjected to
24 unwanted sexual touching by BAUMAN. Upon their initial introduction, DAYTON slightly
25 leaned in as he is hard of hearing. As DAYTON extended his hand out to BAUMAN, he was
26 pulled in closely by BAUMAN who then grabbed and groped his genitals. DAYTON was
27 completely caught off guard and mortified by the unprovoked and unwanted sexual touching.
28 Not knowing what else to do, DAYTON quickly excused himself. After this initial meeting,
DAYTON had tremendous difficulty processing the unwanted sexual touching and was unsure

1 on how or if he should report the incident. DAYTON felt violated by BAUMAN but also knew
2 he had just been elected as CDP Chair and was the most powerful person in the Party.

3 48. In or around June of 2017, DAYTON did not attend the CDP Caucus Leaders
4 meeting, even though he had been invited to do so. The thought of being around BAUMAN
5 made DAYTON extremely anxious and he was terrified that BAUMAN would try to sexually
6 touch him a second time.

7 49. In or around August of 2017, DAYTON became the Chair for the YDA Rural
8 Caucus and took on new responsibilities which included fundraising and gathering support for
9 new initiatives. Although DAYTON was excited to continue his work with the YDA Rural
10 Caucus, he also knew that his new role would inevitably require him to engage with
11 BAUMAN, a thought that gave him panic attacks and anxiety.

12 50. In November of 2017, DAYTON attended a CDP Executive Board in his new
13 role for the YDA Rural Caucus and CDP Rural Caucus in order to gather support for a new
14 political initiative. DAYTON was extremely anxious about attending the meeting because he
15 knew that BAUMAN would be there and that he would need to present the new initiative to
16 BAUMAN in order to get the support necessary to move the initiative forward. At the meeting,
17 DAYTON gathered the courage to approach BAUMAN about the Rural Caucus initiative. As
18 DAYTON began to explain the initiative, BAUMAN placed his arm around DAYTON's
19 shoulders making DAYTON increasingly uncomfortable. Once DAYTON finished explaining
20 the initiative, BAUMAN grabbed DAYTON's buttocks and clenched it for several seconds.
21 While groping DAYTON, BAUMAN intimately whispered that he would have to "weigh the
22 pros and cons," suggesting to DAYTON that BAUMAN would further consider the initiative if
23 DAYTON submitted to his sexual advances.

24 51. From April 2018 through May 2018, DAYTON continued to work on
25 fundraising for the new initiative. However, because DAYTON was terrified about BAUMAN
26 attempting to use his position as CDP Chair to continue to request sexual favors, DAYTON did
27 not follow up with BAUMAN about fundraising for the new initiative.

28

1 52. As a result of BAUMAN's unlawful sexual touching DAYTON experiences
2 significant stress and anxiety that impacts him on daily basis.

3 **D. BAUMAN RESIGNED AMID SCANDAL AFTER MCKINNOR AND**
4 **VIGNA BLEW THE WHISTLE ON THE SEXUAL HARASSMEN OF**
5 **A FEMALE YOUNG STAFFER**

6 53. On November 1, 2018, MCKINNOR and VIGNA each received a written
7 complaint from a young female staffer alleging that she had been sexually harassed by
8 BAUMAN. Having determined that the CDP would not take action against BAUMAN unless
9 there was an official report that could not be dismissed or ignored, MCKINNOR and VIGNA
10 each separately reported the harassment to the HR Manager. In an effort to suppress the
11 complaint, the HR Manager instructed MCKINNOR and VIGNA not to speak with anyone
12 about the complaint and to refrain from taking any further action.

13 54. On the same day that MCKINNOR reported BAUMAN to the HR Manager, she
14 also notified the Chair of the Women's Caucus about the incident believing that she would
15 have new enemies after exposing BAUMAN and the CDP to public scrutiny and hoping that
16 Chair would be able to help prevent her report of sexual harassment from getting covered up.

17 55. On November 25, 2018, BAUMAN resigned from his position of CDP Chair
18 following a press leak about numerous allegations of discrimination and harassment that were
19 forthcoming. Although it was widely known within the CDP that toxic and hostile work
20 environment existed, it was not until MCKINNOR and VIGNA each made their official reports
21 that pandora's box was opened.

22 **E. MCKINNOR AND VIGNA EXPRESSED FEAR THAT THEY**
23 **WOULD BE RETALIATED AGAINST FOR EXPOSING BAUMAN**
24 **AND WERE ASSURED BY THE CDP THAT THEIR JOBS WERE**
25 **SECURE**

26 56. Both MCKINNOR and VIGNA expressed fear about retaliation after reporting
27 BAUMAN for sexual harassment and were assured that their employment was secure.

28 57. On November 1, 2018, when MCKINNOR first reported the harassment to the
Cal Dems HR Manager, she explicitly expressed fear of retaliation and losing her job.
MCKINNOR knew that the CDP had sanctioned misconduct and allowed BAUMAN to carry

1 on as CDP Chair, despite his flagrant abuses, and that exposing BAUMAN and the CDP to
2 public scrutiny would have ramifications for her. In response to MCKINNOR's concerns the
3 HR Manager assured her from her position as the CDP Human Resources Manager that the
4 CDP does not retaliate, specifically stating that MCKINNOR would not be fired.

5 58. On November 6, 2018, during a follow-up meeting with the HR Manager,
6 MCKINNOR again expressed her concern that she would be retaliated against for having
7 reported BAUMAN for sexual harassment. After listening to MCKINNOR's concerns, the HR
8 Manager again assured MCKINNOR that she would not be fired.

9 59. On or about November 11, 2018, MCKINNOR again communicated her
10 concerns about retaliation to the HR Manager after a friend had informed her that a lobbyist
11 with connections to the CDP had said that MCKINNOR was about to be fired for being, "on
12 the wrong side of BAUMAN." In response to MCKINNOR's concerns, the HR Manager
13 assured her that as the Cal Dems Human Resources Manager that she would know if
14 MCKINNOR was about to be fired and told MCKINNOR not to worry about it.

15 60. Although VIGNA did not immediately recognize that the CDP would retaliate
16 against him, the fear of retaliation rapidly grew between his reporting sexual harassment and
17 BAUMAN's resignation on November 25, 2018. During this period, VIGNA noticed a
18 significant change in his work load as he was increasing shut out of meetings and email
19 communications that were directly related to his role as Communications Director.

20 61. On November 25, 2018, fearing that he was about to lose his job after being shut
21 out by the CDP, VIGNA met with the acting CDP Chair to express his concerns. During this
22 meeting, the acting Chair complimented VIGNA's past work performance and personally
23 assured him that he would continue on as the CDP Communications Director.

24 62. On November 26, 2018, the day after her meeting with VIGNA, the acting Chair
25 held a staff meeting to assure the staff that they were in a "safe environment."
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1 63. On November 27, 2018, the CDP reassigned one of MCKINNOR's two direct
2 reports without providing any justification. By this time, MCKINNOR also recognized that she
3 was being actively shut out meetings and calls that she had previously participated in.

4 64. Between December 4 and December 5, 2018, MCKINNOR called in sick to
5 work due to the increasing stress and anxiety that she experienced due to the fear of being
6 terminated. Not only did MCKINNOR rely on her income to support her parents but she also
7 knew that finding subsequent employment in politics would be difficult if she were to be
8 terminated and black balled by the CALDEMS.

9 65. VIGNA additionally felt significant distress and anxiety about the prospect of
10 losing his employment with the CDP because this would leave him without health insurance, a
11 troubling prospect given his health concerns.

12 **F. MCKINNOR AND VIGNA WERE TERMINATED IN RETALIATION**
13 **FOR BLOWING THE WHISTLE AND EXPOSING THE HOSTILE**
14 **ENVIRONMENT WITHIN THE CDP**

15 66. On December 10, 2018, MCKINNOR and VIGNA were terminated despite
16 numerous assurances that their employment was secure. In an effort to cover up the retaliatory
17 termination, multiple other Senior Staff members were terminated days later along with a
18 message disseminated to the press on behalf of the acting CDP Chair, that "[t]he moves [were]
19 not necessarily a reflection of the work of the individuals involved," and instead reflected the
20 desire for a "fresh start." The acting Chair additionally told the press that, "[t]here is no place
21 for harassment or abuse in our party or in any workplace. As a party, all of our officers and
22 senior staff must be committed to ensuring that the culture of our workplace changes for the
23 better." Ironically, the acting Chair did not include herself in the cleansing despite knowing that
24 her own delegate had engaged in similar misconduct as BAUMAN had. Further, there were no
25 changes to the Human Resources department. Instead, two hardworking dedicated employees
26 who came forward in order to ensure that the workplace at the CDP would in fact change for
27 the better were unlawfully fired.

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FIRST CAUSE OF ACTION
Hostile Work Environment Harassment in Violation of
Government Code section 12940(j)
(Plaintiffs MCKINNOR and VIGNA Against CDP, DSCC and DOES 1-25)

67. Plaintiffs incorporate the allegations contained in the preceding paragraphs as though fully set forth herein.

68. Pursuant to California Government Code section 12940(j), it is an unlawful employment practice for an employer to allow a hostile or abusive work environment to exist by subjecting employees to harassment based on protected characteristics such as race or sex.

69. At all times relevant to this Complaint, Defendant CALDEMS was a covered employer subject to proscriptions of Government Code section 12940(j). (Gov. Code §12926(d).) Additionally, Plaintiffs MCKINNOR and VIGNA were CALDEMS employees.

70. As set forth in this Complaint, Defendant CALDEMS subjected Plaintiffs to a hostile and/or abusive work environment when Plaintiffs were subjected to unwanted harassing conduct that was both severe and pervasive.

71. Defendant CALDEMS subjected Plaintiff MCKINNOR to a hostile and/or abusive work environment because of her race and sex. Plaintiff VIGNA was additionally subjected to a hostile and/or abusive work environment because of his sex and sexual orientation.

72. Plaintiffs allege that a reasonable person in either MCKINNOR or VIGNA's circumstances would have considered the work environment to be hostile and/or abusive. Additionally, Plaintiffs found their work environment to be hostile and abusive.

73. At all relevant times, Defendant CALDEMS participated in and/or ratified the harassing conduct of its agents, including BAUMAN and other CALDEMS employees, delegates, and officials. Because CDP leadership was participated in and condoned the conduct, Defendant CALDEMS knew and/or should have known of the harassing conduct. It is further alleged that upon having such knowledge that Defendant CALDEMS failed to take immediate and appropriate corrective action.

1 74. Plaintiff MCKINNOR and VIGNA allege that they were harmed by the
2 harassing conduct and that the harassing conduct described herein was a substantial factor in
3 causing their harm.

4 75. Further, Defendant CALDEMS' participation in and ratification of the harassing
5 and discriminatory conduct was done with malice and/or reckless indifference to Plaintiffs'
6 rights and wellbeing.

7 76. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
8 unlawful conduct, Plaintiffs have lost past and future income and benefits, employment and
9 career opportunities, and other economic loss, the precise amount of which will be proven at
10 trial.

11 77. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
12 unlawful conduct, Plaintiffs have incurred special and general damages, the precise amount of
13 which will be proven at trial.

14 78. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
15 unlawful conduct, Plaintiffs have endured pain and suffering in the form of great humiliation,
16 embarrassment, anger, loss of enjoyment of life, and emotional distress, the precise amount of
17 which will be proven at trial.

18 79. As a direct, proximate, and foreseeable result of Defendant CALDEMS' malice
19 and/or reckless indifference toward Plaintiffs' rights and wellbeing Plaintiffs have suffered
20 great harm and accordingly seeks punitive damages, the precise amount of which will be
21 proven at trial.

22 80. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
23 conduct, Plaintiffs were forced to retain an attorney in order to protect their rights.
24 Accordingly, Plaintiffs seeks the reasonable attorneys' fees and costs incurred in this litigation
25 in an amount according to proof at trial as mandated under California Government Code
26 Section 12965(b).
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SECOND CAUSE OF ACTION

**Discrimination in Based on Race And Sex Violation of Government Code section 12940(a)
(Plaintiff MCKINNOR Against CDP, DSCC and DOES 1-25)**

81. Plaintiff incorporates the allegations contained in the preceding paragraphs as though fully set forth herein.

82. Pursuant to California Government Code section 12940(a), it is an unlawful employment practice for an employer to treat an individual employee less favorably than another individual because of their protected status, and as set forth in this Complaint, their race and sex.

83. Plaintiff alleges that at all relevant times, Defendant CALDEMS was a covered employer whose agents were included within the meaning of employer. (Gov. Code § 12926(d).) Plaintiff additionally alleges that she was employed by CALDEMS.

84. As set forth in this Complaint, CALDEMS wrongfully discriminated against Plaintiff when its conduct, taken as a whole, materially and adversely affected the terms, conditions and privileges of her employment. Further, CALDEMS' conduct impaired Plaintiff's job performance and her prospects for advancement or promotion.

85. Plaintiff alleges that her race and sex were substantial motivating factors for the discriminatory conduct, that she was harmed by the discriminatory conduct, and that this conduct was a substantial factor in causing her harm.

86. Additionally, CALDEMS' participation in and ratification of discriminatory conduct was done with malice and/or reckless indifference to Plaintiff's rights and wellbeing.

87. As a direct, proximate, and foreseeable result of Defendant CALDEMS' unlawful conduct, Plaintiff has lost past and future income and benefits, employment and career opportunities, and other economic loss, the precise amount of which will be proven at trial.

88. As a direct, proximate, and foreseeable result of Defendant CALDEMS' unlawful conduct, Plaintiff has incurred special and general damages, the precise amount of which will be proven at trial.

89. As a direct, proximate and foreseeable result of Defendant CALDEMS' unlawful conduct, Plaintiff has endured pain and suffering in the form of great humiliation, embarrassment, anger, loss of enjoyment of life, and emotional distress, the precise amount of which will be proven at trial.

90. As a direct, proximate, and foreseeable result of Defendant CALDEMS' malice and/or reckless indifference toward Plaintiff's rights and wellbeing Plaintiff has suffered great harm and accordingly seeks punitive damages, the precise amount of which will be proven at trial.

91. As a direct, proximate, and foreseeable result of Defendant CALDEMS' conduct, Plaintiff was forced to retain an attorney in order to protect her rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof at trial as mandated under California Government Code Section 12965(b).

THIRD CAUSE OF ACTION

**Failure to Prevent Discrimination, Harassment, and Retaliation
in Violation of Government Code section 12940(k)**

(Plaintiffs MCKINNOR and VIGNA Against CDP, DSCC and DOES 1-25)

92. Plaintiffs incorporate the allegations contained in the preceding paragraphs as though fully set forth herein.

93. Pursuant to California Government Code section 12940(k), it is an unlawful employment practice for an employer to fail to take reasonable steps to prevent discrimination, harassment, and/or retaliation.

94. Plaintiffs allege that at all relevant times, Defendant CALDEMS was a covered employer whose agents were included within the meaning of employer. (Gov. Code § 12926(d).) Additionally, Plaintiffs allege that they were employed by CALDEMS.

1 95. As set forth in this Complaint, Plaintiffs were subjected to severe and pervasive
2 harassment, discrimination, and retaliation by BAUMAN and other CALDEMS employees,
3 including senior management.

4 96. Despite having knowledge of the harassing, discriminatory, and retaliatory
5 conduct, Defendant CALDEMS failed to take all reasonable steps to prevent the harassment,
6 discrimination, and retaliation. Plaintiffs further allege that this failure to take reasonable steps
7 was done with malice and/or reckless indifference to Plaintiffs' rights and wellbeing.

8 97. Plaintiffs were harmed by Defendant CALDEMS' unlawful conduct and that
9 Defendant CALDEMS' conduct was a substantial factor in causing their harm.

10 98. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
11 unlawful conduct, Plaintiffs have lost past and future income and benefits, employment and
12 career opportunities, and other economic loss, the precise amount of which will be proven at
13 trial.

14 99. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
15 unlawful conduct, Plaintiffs have incurred special and general damages, the precise amount of
16 which will be proven at trial.

17 100. As a direct, proximate and foreseeable result of Defendant CALDEMS'
18 unlawful conduct, Plaintiffs have endured pain and suffering in the form of great humiliation,
19 embarrassment, anger, loss of enjoyment of life, and emotional distress, the precise amount of
20 which will be proven at trial.

21 101. As a direct, proximate, and foreseeable result of Defendant CALDEMS' malice
22 and/or reckless indifference toward Plaintiff's rights and wellbeing Plaintiff has suffered great
23 harm and accordingly seeks punitive damages, the precise amount of which will be proven at
24 trial.

25 102. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
26 conduct, Plaintiffs were forced to retain an attorney in order to protect their rights.
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1 Accordingly, Plaintiffs seek the reasonable attorneys' fees and costs incurred in this litigation in
2 an amount according to proof at trial as mandated under California Government Code Section
3 12965(b).

4
5 **FOURTH CAUSE OF ACTION**
6 **Retaliation for Engaging in a Protected Activity in Violation of**
7 **Government Code section 12940(h)**
8 **(Plaintiffs MCKINNOR and VIGNA Against CDP, DSCC, and DOES 1-25)**

9 103. Plaintiffs incorporate the allegations contained in the preceding paragraphs as
10 though fully set forth herein.

11 104. Pursuant to California Government Code section 12940(h), it is an unlawful for
12 an employer to retaliate against a person because that person has opposed, filed a complaint,
13 testified or participated in any proceeding relating to discrimination or harassment that the
14 person believes to be unlawful under this part.

15 105. Plaintiffs allege that at all relevant times, CALDEMS was a covered employer
16 whose agents were included within the meaning of employer. Gov. Code § 12926(d).
17 Additionally, Plaintiffs allege that they were employed by CALDEMS.

18 106. As set forth in this Complaint, Plaintiffs were subjected to severe and pervasive
19 sexual harassment, discrimination, and retaliation. Additionally, Plaintiffs co-workers were also
20 harassed and discriminated against. In response, Plaintiffs engaged in a protected activity under
21 Government Code section 12940(h), when they reported BAUMAN's harassing conduct of a
22 colleague to CALDEMS.

23 107. The reports of sexual harassment made by Plaintiffs were a substantial
24 motivating factor in Defendant CALDEMS' retaliatory conduct which, taken as a whole,
25 materially and adversely affected the terms, conditions, or privileges of their employment.

26 108. Plaintiffs allege that they were harmed and that Defendant CALDEMS' conduct
27 was a substantial factor in causing their harm.
28

1 109. As a direct, proximate, and foreseeable result of Defendant CALDEM' unlawful
2 conduct, Plaintiffs have lost past and future income and benefits, employment and career
3 opportunities, and other economic loss, the precise amount of which will be proven at trial.

4 110. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
5 unlawful conduct, Plaintiffs have incurred special and general damages, the precise amount of
6 which will be proven at trial.

7 111. As a direct, proximate and foreseeable result of Defendant CALDEMS'
8 unlawful conduct, Plaintiffs have endured pain and suffering in the form of great humiliation,
9 embarrassment, anger, loss of enjoyment of life, and emotional distress, the precise amount of
10 which will be proven at trial.

11 112. As a direct, proximate, and foreseeable result of Defendant CALDEMS' malice
12 and/or reckless indifference toward Plaintiffs' rights and wellbeing Plaintiffs have suffered
13 great harm and accordingly seek punitive damages, the precise amount of which will be proven
14 at trial.

15 113. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
16 conduct, Plaintiffs were forced to retain an attorney in order to protect their rights.
17 Accordingly, Plaintiffs seek the reasonable attorneys' fees and costs incurred in this litigation in
18 an amount according to proof at trial as mandated under California Government Code Section
19 12965(b).

20
21
22 **FIFTH CAUSE OF ACTION**
23 **Retaliation for Engaging in a Protected Activity in Violation of**
24 **Labor Code section 1102.5**
(Plaintiffs MCKINNOR and VIGNA Against CDP, DSCC and DOES 1-25)

25 114. Plaintiffs incorporate the allegations contained in the preceding paragraphs, as
26 though fully set forth herein.

27 115. At all relevant times, California Labor Code section 1102.5 was in effect and
28 binding on Defendant CALDEMS. California Labor Code section 1102.5 prohibits employers

1 and any persons acting on behalf of employers from discharging, constructively discharging,
2 retaliating, or discriminating in any manner against any employee who has disclosed
3 reasonably-based suspicions of violations of state or federal statutes to a government agency.

4
5 116. Here, Plaintiffs reported BAUMAN, the CDP Chair, for the sexual harassment
6 of a colleague to Defendant CALDEMS' Human Resources Manager, an individual with the
7 authority to investigate Plaintiffs' claims. Plaintiff's additionally reported fear of retaliation to
8 Defendant CALDEMS' Human Resources Manager.

9 117. On information and belief, it is generally well known, and it was known to
10 Plaintiffs that, discrimination, harassment, and retaliation in the workplace are a violation of
11 state and/or federal statute, rule, or regulation.

12 118. Plaintiffs allege that their disclosures to Defendant CALDEMS' Human
13 Resources Manager were a substantial motivating factor in Defendant CALDEMS' adverse
14 conduct towards them.

15 119. Additionally, Plaintiffs allege that they were harmed and that Defendant
16 CALDEMS' conduct was a substantial factor in causing their harm.

17 120. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
18 unlawful conduct, Plaintiffs have lost past and future income and benefits, employment and
19 career opportunities, and other economic loss, the precise amount of which will be proven at
20 trial.

21 121. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
22 unlawful conduct, Plaintiffs have incurred special and general damages, the precise amount of
23 which will be proven at trial.

24 122. As a direct, proximate, and foreseeable result of Defendant CALDEMS'
25 unlawful conduct, Plaintiffs have endured pain and suffering in the form of great humiliation,
26 embarrassment, anger, loss of enjoyment of life, and emotional distress, the precise amount of
27 which will be proven at trial.
28

1 123. As a direct, proximate, and foreseeable result of Defendant CALDEMS' malice
2 and/or reckless indifference toward Plaintiffs' rights and wellbeing Plaintiffs have suffered
3 great harm and accordingly seeks punitive damages, the precise amount of which will be
4 proven at trial.

5 **SIXTH CAUSE OF ACTION**
6 **NEGLIGENT HIRING, SUPERVISION, OR RETENTION**
7 **(All Plaintiffs Against CDP, DSCC and DOES 1-25)**

8 124. Plaintiffs incorporate the allegations contained in the preceding paragraphs, as
9 though fully set forth herein.

10 125. Plaintiffs allege that they were harmed by Defendant BAUMAN and that
11 CADEMS is responsible for that harm because CALDEMS negligently hired, supervised,
12 and/or retained Defendant BAUMAN.

13 126. Plaintiffs allege that CALDEMS hired Defendant BAUMAN after he won the
14 election for CDP Chair.

15 127. As set forth in this Complaint, Defendant BAUMAN was and/or became unfit to
16 perform the work for which he was hired when he engaged in discriminatory and sexually
17 harassing conduct towards Plaintiffs.

18 128. Plaintiffs further allege that CALDEMS knew or should have known that
19 Defendant BAUMAN was and/or became unfit to perform the work for which he was hired.
20 Additionally, that this unfitness created an unreasonable risk of harm to those who worked
21 under BAUMAN in the course of their employment with CALDEMS or through volunteer
22 activities.

23 129. Plaintiffs allege that Defendant BAUMAN's unfitness was the source of
24 significant harm to Plaintiffs. Additionally, that CALDEMS' negligence in its hiring, retention,
25 training or supervision of Defendant BAUMAN was a substantial factor in causing Plaintiffs'
26 harm.
27
28

1 130. As a direct, proximate, and foreseeable result of CALDEMS' negligence,
2 Plaintiffs have suffered injuries, damages, and losses – including, without limitation, severe
3 emotional distress, humiliation, economic loss, and other consequential damages.

4 131. Plaintiffs further allege that prior to the subject incidents, CALDEMS' knew or
5 should have known of Defendant BAUMAN's unfitness for the job, including the unreasonable
6 risk of harm he posed to his colleagues, vis-à-vis its agents, employees, servants,
7 representatives and/or joint venturers, and yet failed to take adequate steps to protect Plaintiffs,
8 from Defendant BAUMAN. Plaintiffs further allege that Defendant CALDEMS' acts and/or
9 omissions, as described herein, were willful, wanton, grossly negligent, reckless, and/or
10 malicious and caused Plaintiffs' harm, and as such that Plaintiffs are entitled to an award of
11 punitive damages.

12 **SEVENTH CAUSE OF ACTION**
13 **Sexual Battery, California Civil Code § 1708.5**
14 **(Plaintiff VIGNA and DAYTON Against Defendant BAUMAN)**

15 132. Plaintiffs incorporate the allegations contained in the preceding paragraphs as
16 though fully set forth herein.

17 133. California Civil Code §1708.5 provides in pertinent part:

18 (a) A person commits a sexual battery who does any of the following:

19 (1) Acts with the intent to cause a harmful or offensive contact with an
20 intimate part of another, and a sexually offensive contact with that person directly
21 or indirectly results.

22 (2) Acts with the intent to cause a harmful or offensive contact with another
23 by use of his or her intimate part, and a sexually offensive contact with that person
24 directly or indirectly results.

25 134. Plaintiffs allege that Defendant BAUMAN committed a sexual battery when he
26 intended to cause a harmful and/or offensive contact with Plaintiffs' groin and buttocks, and
27 when a sexually offensive contacts with Plaintiffs resulted, either directly or indirectly.

1 135. Plaintiffs did not consent to the offensive touching of their groin and buttocks.

2 136. Plaintiffs allege that they were harmed and greatly offended by Defendant
3 BAUMAN's conduct. Plaintiff further alleges that a reasonable person in Plaintiffs' situations
4 would also have been offended by Defendant BAUMAN's conduct.
5

6 137. As a direct, proximate, and foreseeable result of Defendant BAUMAN's
7 offensive and harmful contacts, Plaintiffs have suffered injuries, damages, and losses –
8 including, without limitation, severe emotional distress, humiliation, economic loss, and other
9 consequential damages.

10 138. Defendant BAUMAN's behavior as alleged herein was willful, wanton, and
11 malicious and was intended to oppress and caused injury to Plaintiffs and as such, Plaintiffs are
12 entitled to an award of punitive damages.

13 **EIGHTH CAUSE OF ACTION**

14 **Gender Violence in Violation of Civil Code section 52.4**
15 **(Plaintiff VIGNA and DAYTON Against Defendant BAUMAN)**

16 139. Plaintiff incorporates the allegations contained in the preceding paragraphs as
17 though fully set forth herein.

18 140. California Civil Code 52.4 provides as follows:

19 (a) Any person who has been subjected to gender violence may bring a civil action
20 for damages against any responsible party. The plaintiff may seek actual damages, compensatory
21 damages, punitive damages, injunctive relief, any combination of those, or any other appropriate
22 relief. A prevailing plaintiff may also be awarded attorneys' fees and costs.

23 (c) For purposes of this section, gender violence is a form of sex discrimination
24 and means either of the following:

25 (1) One or more acts that would constitute a criminal offense under state
26 law that has as an element the use, attempted use, or threatened use of physical force against the
27 person or property of another, committed at least in part based on the gender of the victim,
28 whether or not those acts have resulted in criminal complaints, charges, prosecution, or
conviction.

1 (2) A physical intrusion or physical invasion of a sexual nature under
2 coercive conditions, whether or not those acts have resulted in criminal complaints, charges,
3 prosecution, or conviction.

4 141. Defendant BAUMAN's behavior as described herein was sexual in nature and
5 was accomplished through coercive condition in when Defendant BAUMAN leveraged his
6 position as the CDP Chair to inappropriately and sexually touched Plaintiffs without their
7 consent.

8 142. As a direct, proximate, and foreseeable result of Defendant BAUMAN's
9 offensive and harmful conduct, Plaintiffs have suffered injuries, damages, and losses –
10 including, without limitation, severe emotional distress, humiliation, economic loss, and other
11 consequential damages.

12 143. Defendant BAUMAN's behavior as alleged herein was willful, wanton, and
13 malicious and was intended to oppress and cause injury to Plaintiffs and as such, Plaintiffs are
14 entitled to an award of punitive damages.

15 144. As a direct, proximate, and foreseeable result of Defendant BAUMAN's
16 offensive and harmful conduct, Plaintiffs were forced to retain an attorney in order to protect
17 their rights. Accordingly, Plaintiffs seek reasonable attorneys' fees and costs incurred in this
18 litigation in an amount according to proof as mandated under California Civil Code Section
19 52.4(a).
20

21 **NINTH CAUSE OF ACTION**
22 **Intentional Infliction of Emotional Distress**
23 **(All Plaintiffs Against All Defendants)**

24 145. Plaintiffs incorporate the allegations contained in the preceding paragraphs, as
25 though fully set forth herein.

26 146. Defendants' conduct against Plaintiffs, as herein alleged, was intentional and
27 outrageous and done for the purpose of causing Plaintiffs to suffer humiliation, mental anguish,
28

1 and emotional and physical distress. Alternatively, Defendants' actions were conducted with
2 reckless disregard of the probability that Plaintiffs would suffer severe distress.

3
4 147. As set forth in this Complaint, Plaintiffs were harmed and Defendants' conduct
5 was a substantial factor in causing Plaintiffs' harm.

6 148. As a direct, proximate, and foreseeable result of Defendants' unlawful conduct,
7 Plaintiff has suffered severe humiliation, mental anguish, and emotional and physical distress,
8 embarrassment, anger, loss of enjoyment of life, and had been injured in mind and body, the
9 precise amount of which will be proven at trial.

10 149. As a direct, proximate, and foreseeable result of Defendants' unlawful conduct,
11 Plaintiffs have lost past and future income and benefits, employment and career opportunities,
12 and other economic loss, the precise amount of which will be proven at trial.

13 150. As a direct, proximate, and foreseeable result of Defendants' unlawful conduct,
14 Plaintiffs have incurred special and general damages, the precise amount of which will be
15 proven at trial.

16 151. Defendants' behavior as alleged herein was willful, wanton, and malicious and
17 was intended to oppress and cause injury to Plaintiffs and as such, Plaintiffs are entitled to an
18 award of punitive damages.

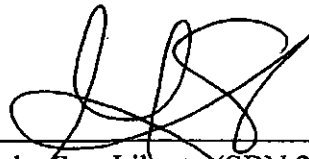
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20 **PRAYER FOR RELIEF**

21
22 WHEREFORE, Plaintiff prays for judgment against all Defendants and DOES 1-50, and
23 each of them, on all theories of action as follows:

- 24 1. For general damages according to proof;
25 2. For special damages, including but not limited to medical and incidental expenses
26 according to proof;
27 3. For loss of past and future earnings and loss of earning capacity according to
28 proof;

4. For punitive damages, as permitted by law;
5. For attorney's fees, as permitted by law;
6. For prejudgment interest as permitted by law;
7. For costs of suit herein;
8. For such further relief as the Court deems just and proper.

Dated: April 29, 2019



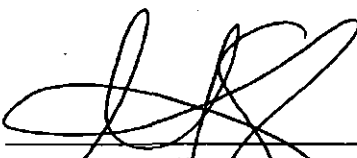
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Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a trial by jury as to all matters so triable.

Dated: April 29, 2019



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